

**This document describes changes to the following accounts as of February 1, 2021:**

- A. CONSUMER CREDIT CARD ACCOUNTS**
- B. BUSINESS CREDIT CARD AND CHARGE CARD ACCOUNTS**
- C. PERSONAL LINE OF CREDIT ACCOUNTS**

**A. CHANGES TO CONSUMER CREDIT CARD ACCOUNTS:**

1. The following replaces the current Arbitration section of your Cardmember Agreement:

**Arbitration**

**RESOLUTION OF DISPUTES BY ARBITRATION**

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

**Agreement to Arbitrate**

Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

**Claims Covered By Arbitration**

Claims subject to our agreement to arbitrate shall include all of the following: (1) Claims related to or arising out of this Agreement, or any prior or later versions of this Agreement as well as any changes to the terms of this Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this Agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (3) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this Agreement (such as Claims related to advertising) and after termination of this Agreement.

**Claims Not Covered By Arbitration**

Claims subject to our agreement to arbitrate shall not include (1) any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief, and (2) Claims asserted by way of a cross claim, counterclaim or any similar device against a party who has initiated a proceeding in court or other non-arbitral forum by any other party to that proceeding.

**Commencing an Arbitration**

The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules, except as modified by this Agreement. AAA's Rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll-free).
- JAMS/Endispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

**Arbitration Procedure**

The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

**No Class Action or Joinder of Parties**

You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

**Arbitration Costs**

Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

**Applicable Law**

You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply. This Arbitration Provision shall not apply to a party who is a covered borrower under the Military Lending Act.

**Severability**

Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

2. The following is added to your Cardmember Agreement:

**Mobile Authentication:** To help us verify your identity, you authorize your wireless operator (AT&T, Sprint, T-Mobile®, US Cellular®, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to allow us to verify your identity, and to compare information you have provided to us with your wireless operator account profile information for the duration of our relationship. See our Privacy Pledge for more information of how we treat your data.

3. The following is added to your Cardmember Agreement:

**CELLULAR PHONE CONTACT POLICY:** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You understand and agree that, if your Account has been assigned, sold, or transferred to us, we, as the successor-in-interest, and our affiliates and agents, have your prior express consent to call you using prerecorded or artificial voice message calls, text messages, or an automatic telephone dialing system at any telephone number(s) you may have provided to any previous creditor(s), or which may have otherwise been associated with your Account prior to its assignment, transfer, or sale to us.

**B. CHANGES TO BUSINESS CREDIT CARD AND CHARGE CARD ACCOUNTS:**

1. The following replaces the current Arbitration section of your Cardmember Agreement:

**Arbitration**

**RESOLUTION OF DISPUTES BY ARBITRATION**

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

**Agreement to Arbitrate**

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### **Claims Covered By Arbitration**

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### **Claims Not Covered By Arbitration**

Claims subject to our agreement to arbitrate shall not include (1) any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief, and (2) Claims asserted by way of a cross claim, counterclaim or any similar device against a party who has initiated a proceeding in court or other non-arbitral forum by any other party to that proceeding.

### **Commencing an Arbitration**

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- JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

### **Arbitration Procedure**

The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator’s award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

### **No Class Action or Joinder of Parties**

You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

### **Arbitration Costs**

Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator’s fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys’ fees to the prevailing party.

### **Applicable Law**

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### **Severability**

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### **C. CHANGES TO PERSONAL LINE OF CREDIT ACCOUNTS:**

1. The following replaces the current Arbitration section of your Agreement:

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**automatic telephone dialing system at any telephone number(s) you may have provided to any previous creditor(s), or which may have otherwise been associated with your Account prior to its assignment, transfer, or sale to us.**